

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

LEGAL AD DATE: October 3, 1997

INVITATION FOR BIDS

NO. IFB-98-052-0

SEALED BIDS
FOR
PRINTING AND DELIVERING

DHS 1240 APPLICATION FOR FINANCIAL & FOOD STAMPS ASSISTANCE
AND
DHS 1100 APPLICATION FOR MEDICAL ASSISTANCE

will be received up to and opened at 2:00 p.m. (H.S.T)

on

October 16, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Mr.
Marc Yamamoto, telephone (808) 586-0569, facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-98-052-0

Name of Company

PRINTING AND DELIVERING
 DSH 1240 APPLICATION FOR FINANCIAL & FOOD STAMPS ASSISTANCE
 AND DHS 1100 APPLICATION FOR MEDICAL ASSISTANCE
 IFB-98-052-O

Procurement Officer
 State Procurement Office
 State of Hawaii
 Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

 Exact Legal Name of Offeror

Payment address, if other than
 street address at right:

 Authorized Signature (Original)

 Title

Hawaii General Excise Tax Lic.
 I.D. No.: _____

 Street Address

Social Sec. or Federal I.D. No.: _____

 City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

 Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted:

	<u>Unit</u> <u>Bid Price</u> <u>Per M Sets</u>	<u>No. of</u> <u>Sets</u>	<u>Total</u> <u>Bid Price</u>
Print, furnish, and deliver Form DHS 1240 comprised of the following two separate forms which when fastened together are referred to as a single form, DHS 1240:			
♦DHS 1240 Application for Financial & Food Stamps Assistance			
♦DHS 1100 Application for Medical Assistance			
Delivery by 1/15/98	\$_____/M	100 M	\$_____
Delivery and warehousing after 1/15/98 but not later than August 31, 1999	\$_____/M	100 M	\$_____

All work shall be performed at the following location:

Bidder_____

SPECIFICATIONS

GENERAL SPECIFICATIONS

Paper shall be of recycled content as follows: minimum 50% recovered material and minimum 10% post-consumer recovered material.

Definitions: "Recovered material" shall mean material that has been separated, diverted, or removed from the solid waste stream after a manufacturing process for the purpose of use, reuse, or recycling. This term does not include those materials that are generated and normally reused on-site for manufacturing processes (such as mill broke, in the case of paper products).

"Post-consumer recovered material" means any product used by a consumer, including a business that purchases the material, that has served its intended end use, and that has been separated or diverted from the solid waste stream for the purpose of use, reuse, or recycling.

"Solid waste stream" means discarded material moving from the point of discard to ultimate disposition.

Quantity: 200,000 sets.

Note: A "set" shall consist of both DHS 1240 and DHS 1100 forms attached together. Once the forms are attached, the set of forms is referred to as "DHS 1240"

Delivery: Delivery shall be made in accordance with the attached Delivery Schedule.

Ink: Black ink throughout; light gray screen for areas marked "screen"

Size: Finished size is 8-1/2" x 11"

Stock: DHS 1240 - 20 lb. white bond
DHS 1100 - 20 lb. light blue bond

No. of Pages: DHS 1240 - First 7 sheets. First page printed one-side, following six sheets printed both sides in "head-to-toe" format.

DHS 1100 - Last 2 sheets. First page printed both side in "head-to-toe" format; second page printed only on one side.

Margins: Top margin on all sheets shall be 1/2" from the top edge of the form; bottom margin shall be 1/4", left and right margins shall be 1/4".

Fastening: Sheets of DHS 1240 and DHS 1100 shall be fastened together by separate 5/8" tear-away stubs at the top of each form. The stubs of the DHS 1240 and DHS 1100 shall be spot-glued together enabling the forms to be easily separated, yet remain intact as separate forms.

Margin Holes: Two holes shall be punched clean and holes identically located on the top of the pages on all sets. Punching shall be 1/4" in diameter with centers exactly 2-7/8" from left and right edge of the page centered 2-3/4" between holes and 3/8" from top edge of page to center of holes.

Composition: Printer shall make final layout of entire form and submit layout for State's approval.

Sample of form is available for inspection at the State Procurement Office and will be provided to the lowest responsible bidder. All revisions are marked in red.

Proof: Shall be submitted for approval to Ms. Dawn Matsuoka at the Benefit, Employment and Support Services Division, Financial Assistance Program office at 810 Richards Street, Suite 500, Honolulu, HI 96813, before final printing. She can be contacted at 586-5732.

Packaging: 200 sets per package. "DHS 1240" and print date shall be printed on all cartons. Cartons shall also be marked with number of sets per carton.

Delivery: **On or before January 15, 1998, 100,000 sets** shall be delivered to the Contractor's warehouse. Thereafter, Contractor shall await further delivery instructions from DHS personnel on delivery of forms to the sites listed on the attached Delivery Schedule.

Changes may be made on the balance of the 100,000 sets. The State will notify the Contractor of any changes by August 1, 1998. The balance of the 100,000 sets shall be delivered to the Contractor's warehouse upon eight (8) weeks prior notification from DHS personnel. Thereafter, Contractor shall await further delivery instructions from DHS personnel.

DELIVERY SCHEDULE

Contractor shall be required to warehouse the forms. On a quarterly basis (February, May, August, November, DHS shall issue a notice to deliver and Contractor shall ship forms to various locations throughout the State.

Oahu deliveries shall be made to the Central Files Office, with the exception of the delivery to the Benefit, Employment and Support Services Division - Financial Assistance Program office, where it is delivered direct. Contractor shall bundle forms and label the cartons for up to 25 difference units as listed below. Offices on the neighbor island shall receive their quarterly order through mail delivery.

Central Files (*) Joe Ann Helekahi - 586-5791
431 Kuwili St., 3rd Flr.
Honolulu, HI 96817

* Forms shall be bundled and labeled with the names of these offices:

Central Honolulu Applications (103)	Waianae Unit (207)
East Honolulu Applications (104)	Waipahu Applications (212)
Pawaa Unit (108)	West Oahu Unit (214)
Makiki Unit (122)	Waipahu Unit (215)
Punawai Unit (123)	Wahiawa Unit (266)
Kinau Unit (126)	Nanakuli Unit (267)
West Honolulu Assistance (119)	Leeward Applications (272)
Palama Unit (175)	Waikele Unit (273)
Nuuanu Unit (128))	Ewa Unit (280)
Kuakini Unit (174)	Windward Applications (206)
Kalihi Unit (109)	Windward Unit (225)
Kapalama Unit (120)	Kailua Unit (265)
	Kaneohe Unit (276)

Dept. of Human Services	Dawn Matsuoka
Benefit, Employment and Support	586-5732
Services Division	
810 Richard St., Suite 500	
Honolulu, Hawaii 96813	

East Hawaii Section	Laverne Miyazono
Prince Kuhio Plaza	959-0668
111 East Puanako Street, Suite A-105	
Hilo, Hawaii 96720	

West Hawaii Section	(Support Services Staff
Frame Ten Building	334-0722
75-5586 Ololi Road, Room 2004	
Kailua-Kona, Hawaii 96740	

Maui Section	Terri Nakamura
Waiehu Beach Center	242-1785
270 Waiehu Beach Road, Suite 107	
Wailuku, Hawaii 96793	

Molokai IM Unit
P.O. Box 70
Kaunakakai, Hawaii 96748

Donna Mersberg
553-5349

Kauai Section
Dynasty Court
4473 Pahee St., Suite G-3461
Lihue, Hawaii 96766

Margaret Gonsalves
245-3461

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of DHS Forms 1240 and 1100 (referred to as DHS Form 1240 when attached together) for the Department of the Human Services, as described and specified herein, shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii, and on the Internet at <http://www.state.hi.us>.

OFFICER-IN-CHARGE

For purposes of this contract, Ms. Dawn Matsuoka is designated the Officer-in-Charge (OIC). She can be contacted at 808-586-5732.

BID PREPARATION

Legal Name. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material containing an original signature, indicating the offeror's intent to be bound.

Bid Price. Total bid price shall be based on delivery to destination and shall include transportation costs, storage, insurance, handling, all applicable taxes, and any other costs incurred.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at DOTAX Maui and Hawaii district offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date: 7/1/96
IRS approval stamp date: 7/5/96
Tax clearance valid: 7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

(NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.)

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment

Offer Guaranty. Offer guaranty (bid deposit) is not required for this bid solicitation.

COPY

A sample copy of the existing form is available for inspection at the State Procurement Office. It shall be the bidder's responsibility to examine sample copy and further familiarize himself with the conditions and requirements specified. Submission of bid shall be evidence that the bidder understands the scope of the project and will comply with the specifications if awarded the contract.

SAMPLES

Samples of similar work printed by the bidder must be submitted at bidder's expense within one day from the date of request. Failure to comply shall result in rejection of bid. Further, if the sample does not meet the State's specifications or is not of the same professional quality, it shall result in rejection of bid. Any submittal shall become the property of the State and will not be returned to the bidder.

METHOD OF AWARD

Award, if any, shall be made to the responsible bidder submitting the lowest Total Sum Bid. Bidder must bid on all items in order to be considered for award.

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall issue a formal contract to the successful offeror for execution. The contract shall be executed by the successful offeror and returned within ten (10) days after receipt by the offeror. Performance and payment bonds are not required for the resultant contract.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

QUANTITIES

Quantities listed herein represent an exact amount. Contractor must deliver the exact amount; no overruns or underruns will be accepted. The State will not pay for any overruns which the Contractor may deliver.

QUALITY OF FORMS

Work to be done shall be of a professional quality. Blank areas of pages shall be clean and clear. Printing shall be legible, uniform in shade and shall have no inking irregularities. If the quality of the work is not satisfactory as judged by the Procurement Officer, it will be considered as non-performance of contract in accordance with Section 4.2 of the General Terms and Conditions.

DELIVERY

All boxes shall be packed and labeled in accordance with the Specifications. Should the Contractor fail or delay in the completion of delivery in accordance with the terms of this contract, and the State finds it necessary to purchase said form from another supplier at emergency or premium cost, the State shall have the right to assess the entire cost thereof to the Contractor.

INVOICES AND PAYMENT

Original and three copies of the invoice shall be sent to the following address:

Department of Human Services
810 Richards Street, Suite 500
Honolulu, Hawaii 96813

Attention: Ms. Dawn Matsuoka

Payment shall be processed after delivery has been made to the satisfaction of the State.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the State shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The tax clearance submitted with your invoice for final payment now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an **original** (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

LIQUIDATED DAMAGES

Liquidated damages is fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion. Liquidated damages may be deducted from any payments due or to become due to the Contractor.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

Yes No
(check only one)

- | | | | |
|----|--|-----|------|
| 1. | Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | ___ | ___ |
| 2. | Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | ___ | ___ |
| 3. | Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | ___ | ___ |
| 4. | Will your business provide any services in the SOH under the contract to be awarded? | ___ | ___* |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____

